



PURCHASING DEPARTMENT INVITATION TO BID NO. 05ITB45665A-TD

HEAVY EQUIPMENT PARTS & SERVICES

For

GENERAL SERVICES

BID DUE TIME AND DATE: 11:00 A.M., July 28, 2005

PURCHASING CONTACT: TONI DARDEN at (404)730-7916

E-MAIL: toni.darden@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

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INVITATION TO BID

05ITB45665A-TD HEAVY EQUIPMENT PARTS & SERVICES

Purpose:

Fulton County (County) is soliciting bids from qualified bidders to provide repair services and parts for wheeled and/or tracked vehicles (Heavy Equipment) to include parts, labor and materials to the Department of General Services on an as needed/when basis.

Scope of Work Summary:

To provide repair services and parts for wheeled and/or tracked vehicles (Heavy Equipment) to include parts, labor and materials to the Department of General Services on an as needed/when needed basis.

Purchasing the Bid Document

This document and supporting documents can be downloaded at the Fulton County Website, http://www.co.fulton.ga.us/ under "Bid Opportunities".

Term of Contract:

The term of the contract shall be for one (1) year.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Due Date

All bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday**, **July 28, 2005 at 11:00 A.M.**, legal prevailing time. All submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bids received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum.

Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Toni Darden, Assistant Purchasing Agent, toni.darden@co.fulton.ga.us, at (404) 730-7916, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department

Attn: Toni Darden, Assistant Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, GA 30303 Phone: (404) 730-7916 Fax: (404) 224-1034

Bid #05ITB45665A-TD Heavy Equipment Parts & Services

Basis of Award

The Contract, if awarded, will be awarded to multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended.

Any award made as a result of this bid will be from date purchase order is issued and continue for twelve (12) consecutive months. Fulton County reserves the right to award this bid in whole or in part to one or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

Renewal:

Any award made as a result of this bid will be from the date of award and continuing for (12) twelve consecutive months. Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

The successful bidder will comply with all lawful agreement, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

Heavy Equipment Parts & Services	Invitation to Bid
Remarks or Exceptions:	
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END OF SECTION

SECTION 1

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

B. **Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contract - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invoice - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

Notice To Proceed - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive bidder or responsive offeror - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of work - means the work that is required by the contract documents.

Service - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

Shall - denotes imperative.

Subcontractor – any person undertaking part of the work of a contract under the control of the principal contractor.

Substantial completion - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

Surety - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

- C. Bidder's Modification and Withdrawal of Bids: A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. No bid may be withdrawn after bid due date for sixty (60) calendar days.
- D. Addenda and Interpretations: No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Toni Darden, Assistant Purchasing Agent no later than 1:00 PM Friday, July 15, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Toni Darden, Assistant Purchasing Agent Department of Purchasing Fulton County Public Safety Building 130 Peachtree Street, S.W., 1168 Atlanta, GA 30303 Fax: (404) 224-1034 toni.darden@co.fulton.ga.us

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

E. **Site Examination:** There will be no site visit for this project.

Bid: All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB **05ITB45665A-TD**, **Heavy Equipment Parts & Services**

REQUIRED SUBMITTALS: The bidder must complete and execute the following:

- 1. Pricing Sheet
- 2. Certification of Acceptance of Bid/Proposal Requirements
- 3. Corporate or Partnership Certificate
- 4. Non-Collusion Affidavit of Prime Bidder
- 5. Non-Collusion Affidavit of Subcontractor
- 6. Contract Compliance Forms, fully executed

- a. Promise of Non-Discrimination (Exhibit A)
 b. Employment Report (Exhibit B)
 c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- e. Declaration Regarding subcontractor Practices (Exhibit E)
- f. Joint Venture Disclosure Affidavit (Exhibit F)
- g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid" for the **05ITB45665A-TD**, **Heavy Equipment Parts & Services**.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- F. Bid and Contract Security: A Bid Bond is not required for this project. However, Insurance is.
- G. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- H. **Applicable Laws:** All applicable laws and regulations of the <u>State of Georgia</u> and ordinances and regulations of <u>Fulton County</u> shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- I. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- J. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- K. Indemnification and Hold Harmless Agreement: The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

- L. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- M. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the requirements set forth in the technical specifications.
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete pricing sheet without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid document.
- N. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- O. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

P. **Execution of Contract Documents:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- Q. **Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
- R. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement: Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.
- S. Availability Of Funding: Any award of work, contract, or service for any portion of the Heavy Equipment Parts & Services will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the Heavy Equipment Parts & Services. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the Heavy Equipment Parts & Services. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the Heavy Equipment Parts & Services serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds and it is anticipated that the funding will be in place by the second or third quarter of 2005.

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

05ITB45665A-TD HEAVY EQUIPMENT PARTS & SERVICES

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- 2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
- 3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- 4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- 5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent Fulton County Purchasing Department 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

- 6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
- 7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- 8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra

discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

- 9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- 10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- 11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- 12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- 13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- 14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- 15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
- 16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- 17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- 18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- 19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.

- 20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- 21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- 22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
- All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
- 24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- 25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- 26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- 27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
- 28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- 29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton

County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

- 31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seg.
- 33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- 34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- 35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent

that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

- 36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
- 37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION NO. 1

SECTION 2

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section <u>does not</u> contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification (not applicable)
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, certify that pursuant to Fulton C 2-320 (11), this bid or proposal is made without prior understanding, agree with any corporation, firm or person submitting a bid for the same work, la done or the supplies, materials or equipment to be furnished and is in all resp collusion or fraud. I understand collusive bidding is a violation of state and result in fines, prison sentences and civil damages awards. I agree to abide this bid or proposal and certify that I am authorized to sign this bid or proposal	bor or service to be sects fair and without federal law and can by all conditions of
or indirectly, prevented or attempted to prevent competition in such bidding means whatsoever. Affiant further states that (s)he has not prevented or en anyone from making a bid or offer on the project by any means whatever, no	with others, directly or proposals by any deavored to prevent
or induced another to withdraw a bid or offer for the work. Affiant further states that the said offer of that no one has gone to any supplier and attempted to get such person or compaterials to the bidder only, or if furnished to any other bidder, that the manigher price.	is bona fide, and mpany to furnish the aterial shall be at a
(COMPANY NAME)	
(PRESIDENT/VICE PRESIDENT)	
Sworn to and subscribed before me this day of,	200
(SECRETARY/ASSISTANT SECRETARY)	•
(Affix corporate seal here, if a corporation)	
Notary Public:	
County:	
Commission Expires:	

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

I, certify the 2-320 (11), this bid or proposal is made without price with any corporation, firm or person submitting a bid done or the supplies, materials or equipment to be fur collusion or fraud. I understand collusive bidding is a result in fines, prison sentences and civil damages at this bid or proposal and certify that I am authorized to	I for the same work, labor or service to be nished and is in all respects fair and without a violation of state and federal law and can wards. I agree to abide by all conditions of
Affiant further states that pursuant to O.C. or indirectly, prevented or attempted to prevent compresses whatsoever. Affiant further states that (s)he hanyone from making a bid or offer on the project by a or induced another to withdraw a bid or offer for the wo	has not, by itself or with others, directly petition in such bidding or proposals by any has not prevented or endeavored to prevent ny means whatever, nor has Affiant caused
Affiant further states that the said offer ofthat no one has gone to any supplier and attempted to materials to the bidder only, or if furnished to any ohigher price.	get such person or company to furnish the
(COMPANY NAME)	
(PRESIDENT/VICE PRESIDENT)	
Sworn to and subscribed before me this day o	f, 200
(SECRETARY/ASSISTANT SECRETARY)	
(Affix corporate seal here, if a corporation)	
Notary Public:	_
County:	_
Commission Expires:	

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form C

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid
Document, Pages To Inclusive, Including Addendum(s) To, And/Or
Appendices To, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have
Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The
Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing
Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.
Company:
Signature:
Name:
Title:
Date:
(Corporate Seal)

Form D

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name:
Utility Contractor's Name:
Expiration Date of License:
(ATTACHED COPY OF LICENSE)
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.
Oi-man de
Signed:
Date:

Form E

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

 Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under	penalty	of pe	rjury, I	declar	e that	I have	examin	ed this	certif	ication	and	all	attach	ments
hereto	, if applic	able,	to the	best of	my kno	owledg	e and be	elief, an	id all s	stateme	ents c	ont	ained	hereto
are tru	e, correc	t, and	compl	lete.										

On this	day of		_, 2005
(Legal Name	e of Offeror)	(Date)	
(Signature of	f Authorized Repres	entative)	(Date)
(Title)			

Form F

CORPORATE CERTIFICATE

Corporations								
I,				, c	ertify tha	at I am the S	Secretary of	the
Corporation	named	as	Contractor	in	the	foregoing	Bid;	that
			, who	signe	d said Bi	d on behalf o	f the Contra	ctor
			poration by aut					
scope of its co	orporate pow	ers: that	said Corporati	on is or	ganized	under the laws	s of the State	e of
	p p				3-			
			_ ·					
This	day of		, 2	0				
(SEAL) must b	e affixed							
(OZ/IZ) Maot b	o umxou							
Partnership or	other entities	s :						
I				_	ertify the	at Lam autho	rized to sign	to.
commit			named	as Cont	ractor in	the foregoing	Bid. That s	said
company is for	med under th	ne laws o	f the State of _				·	
This	day of		, 2	.0				
- 								

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

NON CONFLICT OF INTEREST CERTIFICATION

l,,	as	the	legal	representative	of
,	do certify th	nat we wil	I not perforr	n any type of profes	ssional
services for property owners adjace	ent or contig	uous to a	ny project a	ssigned by Fulton C	ounty,
during the active life of such project	t. Further,	I addition	ally certify t	hat if we already ha	ave an
agreement(s) with property owner(s	s) adjacent	or contigu	uous to a p	project assigned by	Fulton
County, we will either reject the Co	ounty assigr	nment, or	cancel the	property owner alre	ady in
effect if so directed by Fulton County	/ Board of C	ommissio	ners. In no	case will our firm utili	ize our
knowledge of the ongoing Fulton Cor	unty project	for profess	sional gain d	uring the active life o	of such
Project.					
		Name:			
		Title:			
		Date:		**	
Witness:					
vvidiess.		_			
Name:		_			
Title:					
Date:		_			

END OF SECTION NO. 2

SECTION 3

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor <u>must</u> submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent <u>must</u> outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

- 1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
- 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor <u>must</u> certify in writing and <u>must</u> document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- Exhibit A Promise of Non-Discrimination
- Exhibit B Employment Report
- Exhibit C Schedule of Intended Subcontractor Utilization
- Exhibit D Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- Exhibit E Declaration Regarding Subcontractor Practices
- Exhibit F Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan) This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

■ Exhibit G - Prime Contractor's Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

		Name
	Title	Firm Name
	company"), in consideration of the con County, hereby consent, cover	e privilege to bid on or obtain contracts funded, in whole or enant and agree as follows:
1)	discriminated against on the b	from participation in, denied the benefit of, or otherwise easis of race, color, national origin or gender in connection in County for the performance of any resulting there from,
2)	businesses seeking to contract	olicy of this Company to provide equal opportunity to all ot or otherwise interested in contracting with this Company color, gender or national origin of the ownership of this
3)		rimination as made and set forth herein shall be continuing all force and effect without interruption,
4)	That the promise of non-discri of, and incorporated by refe Company may hereafter obtain	mination as made and set forth herein shall be made a parterence into, any contract or portion thereof which this n,
5)	discrimination as made and se entitling the Board to declare the rights and remedies, including of the contract, suspension a	any to satisfactorily discharge any of the promises of non- et forth herein shall constitute a material breach of contract he contract in default and to exercise any and all applicable but not limited to cancellation of the contract, termination and debarment from future contracting opportunities, and compensation due and owning on a contract; and
6)	That the bidder shall provide Contract Compliance pursuan Purchasing and Contracting O	such information as may be required by the Director of t to Section 4.4 of the Fulton County Non-Discrimination in rdinance.
SIGNATURE:		
ADDRESS:		
_		

EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder <u>must</u> be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIV INDIAI		l i		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER			
Male/Female	М	F	М	F	М	F	M	F	М	F	М	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors							-					
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME:			
ADDRESS:			
		-	
TELEPHONE NUMBER:			
This completed form is for (Check one)	Bidder/Proposer		Subcontractor
Submitted by:	Date Completed:		

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer:						
ITB/R	ITB/RFP NUMBER: Project Name or Description of Work/Service(s):					
1.	My firm, as Prime Bidder/Proposer on this scope of work/service(s) is is not a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):					
	If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.					
2.	Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:					
SUBC	ONTRATOR NAME:					
ADDR	ESS:					
PHON	E:					
	ACT PERSON:					
ETHN	IC GROUP*:COUNTY CERTIFIED**					
WORK	K TO BE PERFORMED:					
DOLL	AR VALUE OF WORK: \$ PERCENTAGE VALUE:%					

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRATOR NAME:			
ADDRESS:			
CONTACT PERSON:			
ETHNIC GROUP*:	COUNTY CERTIFIED**	_	
WORK TO BE PERFORMED:		_	
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	<u>%</u>	
SUBCONTRATOR NAME:			
ADDRESS:			
CONTACT PERSON:		 	
	COUNTY CERTIFIED**		
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	<u>%</u>	
SUBCONTRATOR NAME:			
ADDRESS:			
PHONE:		 .	
CONTACT PERSON:			
ETHNIC GROUP*:	COUNTY CERTIFIED**	_	
WORK TO BE PERFORMED:		_	
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	<u>%</u>	
ADDRESS:			
DUONE		·	
CONTACT PERSON:			
	COUNTY CERTIFIED**		
		_	
DOLLAR VALUE OF WORK: \$	PERCENTAGE VALUE:	<u>%</u>	

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.

Total Dollar Value of Subcontractor Agreements: (\$)

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Percentage Value: (%)
CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or it there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.
Signature/Title:
Firm or Corporate Name:
Address:
Telephone: ()
Fax Number: ()

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by <u>ALL</u> known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

То:				
(Name of Prime Cont	ractor Firm)			
From:				
(Name of Subcontra				
Project Name:				
The undersigned is prepared to perform the following deconnection with the above project (specify in detail part performed or provided):				
Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount	
(Prime Bidder)	(Subcontractor)			
Signature	Signature			
Title1	Title			

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

	t be completed and submitted with the bid. Hereby declares that it is my/our intent to
	(Bidder)
Perform 10	00% of the work required for
	(IFB/RFP Number)
	(Description of Work)
In making	this declaration, the bidder/proposer states the following:
1.	That the bidder does not customarily subcontract elements of this type project, and normall performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces;
2.	If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance is providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3.	The bidder will provide, upon request, information sufficient for the County to verify Iter Number one.
AUTHORI	IZED COMPANY REPRESENTATIVE
Name:	Title: Date:
Signature	e:
Firm:	
Address:	
Phone Nu	umber:
Fax Numb	ber:
Fmail Add	dress:

IFB No._____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

to the all extent of	oove m f partic	I below do hereby declare that they have entered into a joint venture agreement pursuan nentioned project. The information requested below is to clearly identify and explain the sipation of each firm in the proposed joint venture. All items must be properly addressed ness entity can be evaluated.
1.	Fir	ms:
	1)	Name of Business: Street Address: City/State/Zip: County: Nature of Business:
	2)	Name of Business: Street Address: City/State/Zip: County: Nature of Business:
	3)	Name of Business: Street Address: City/State/Zip: County: Nature of Business:
NAME (OF JOI	NT VENTURE (If applicable):
OFFICE	ADDF	RESS:
		FFICE:

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

- 1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
- 2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
- 3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
- 4. Describe the estimate contract cash flow for each joint venturer.
- 5. To what extent and by whom will the on-site work be supervised?
- 6. To what extent and by whom will the administrative office be supervised?
- 7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
- 8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
- 9. Describe the experience and business qualifications of each joint venturer.
- 10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11.	Percent of ownership by each joint venture in terms of profit and loss sharing:	

- 12. The authority of each joint venturer to commit or obligate the other:
- 13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture:

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14.	day-to-day manag	ement and policy d	ecision-maker	, including, but not lim	who are responsible for ited to, those with prime
	responsibility for a	reas designated be	low; (use addi	tional sheets if necess	
		_		Financial	Supervision
	<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Decisions</u>	Field Operation
Conne Count of the hat su WE D CONT	ction with above ca y Department of Cor County Manger's O uch relate to this Cou O SOLEMNLY DEC ENTS OF THE FO	ptioned contract, voltract Compliance, liftice, to examine, funty project. CLARE AND AFFIREGOING DOCUM	ve each do ho Departments o rom time to til RM UNDER MENT ARE TI	ereby authorize repre of Purchasing and Fina me, the books, record THE PENALTIES OF RUE AND CORRECT	tuthorized to perform in sentatives of the Fulton ance, under the direction is and files to the extent PERJURY THAT THE T, AND THAT WE ARE AVIT AND GRANT THE
4BOV	E PRIVILEGE.		500		
			FOR:	(Company)	
				(Company)	
Date:_					
				(Signature of A	ffiant)
				(Printed Name)	
Date:				(Company)	
Jaie.				(Signature of A	ffiant)
			-	(Printed Name)	, ,,, ,,,
State	of		:		
Count	ty of	<u> </u>			
	On this	day of	, 20	, before me, ap	peared
				_	me to be the person
					cuted the same in the
capac	ity therein stated a	na tor the purpos	e tnerein con	ained.	

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future confracts awarded by Fulton County.

PROJECT LOCATION: PROJECT NUMBER: PROJECT NAME: REPORTING PERIOD FROM: ë.

PRIME CONTRACTOR	ACTOR	Contract	Contract Award	Change Order	Contract	% Complete
		Award Date	Amount	Amount	Period	to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$
TOTAL AMOUNT REQUISITION TO DATE: \$

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

מפפספונים של שני ביוים ביוים וליוים מילוים מ	ממת ממתונים ומויסים	ocal y)				
Name of Sub-contractor	Description of Work	Contract	Amount Paid To	Amount Requisition	Contract Period	
		Amount	Date	Date This Period Starting Date Ending Date	Starting Date Endi	ng Date
TOTALS						

Executed By:___

(Signature)

(Printed Name)

END OF SECTION NO. 3

SECTION 4

INSURANCE INFORMATION/REQUIREMENTS

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S HABILITY BY ACCIDENT - \$500,000
EMPLOYER'S LIABILITY BY ACCIDENT - \$500,000
INSURANCE BY DISEASE - POLICY LIMIT - \$500,000
INSURANCE BY DISEASE - POLICY LIMIT - \$500,000
(Aggregate) BY DISEASE - EACH EMPLOYEE - \$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	-	\$1,000,000 \$2,000,000
Products\Completed Operation Personal and Advertising Injury Fire Damage	Aggregate Limit Limits Limits	- - -	\$1,000,000 \$1,000,000 \$100,000
BUSINESS AUTOMOBILE LIABILITY INSU Combined Single Limits (Including operation of non-owned, owned, and other properties)	Each Occurrence	-	\$1,000,000
ELECTRONIC DATA PROCESSING LIABII (Required if computer contractor)	L ITY Limits	-	\$1,000,000
 UMBRELLA LIABILITY (In excess of above noted coverage's) 	Each Occurrence	-	\$2,000,000

Each Occurrence

6. PROFESSIONAL LIABILITY

\$1,000,000

(Required if respondent providing quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty)

Each Occurrence

\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an <u>Additional Insured</u> (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that Insurance in no way limits the Liability of the Contractor/Vendor.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:	SIGNA	TURE:	
NAME:	TITLE:	DATE:	

SECTION 5

TECHNICAL SPECIFICATIONS

SPECIFICATIONS:

1. Bidder will charge the following rates:

Part Description	Part Number	Amount
Blades	UK120	\$
Blade Bolts	TC2005KT	\$
Switch	82027211	\$
Oil Filter	517950	\$
Element Assemble	7Y0404	\$
Fuel Filter	517951	\$
Belt	9M1091	\$
Air Filter	P527682	\$
Fuel Filter	F119513	\$
Belt	JK8726	\$
Brake Drum	ZBR3600AX	\$
Brake Shoes	XK3014707QP	\$
Starter	82005342	\$
Clutch	210410805059B	\$
Tube and Injector	203GC4221A	\$
Brake Drum	17QJ3208P2	\$
Brake Shoes	XK31245159	\$
Oil Filter	57521	\$
Brake Pads	97329266	\$
Brake Rotor	97168631	\$
Front Seal	94248117	\$
Knife	33714	\$
Bolts	TF1021B	\$

۷.	\$/mile	
3.	Bidder will provide parts and materials at the following discount from list price:	%

Each bidder shall submit copies of the most recent price list (and catalog) and supplement with their bid. Failure may be cause to reject your bid. The column used must be designated. Photocopies of manufacturer's price lists and/or

	ink changes in price lists will not be acceptable.
	() Price list(s) enclosed
	() Price list(s) not submitted because:
	Discounts from price lists are firm. Prices are "subject to adjustment" in accordance with manufacturer's superseding published price lists and supplements. Such changes must be requested and must be substantiated by manufacturer's printed price list received in the Central Maintenance Facility no later than ten (10) days prior to effective change date. If during the period of this contract the parties cannot mutually agree on the extent of any change in the price lists, Fulton County reserves the right to terminate the contract without prejudice.
4.	Are there any other costs associated with the provision of this service?
	Yes No
	If yes, please describe in detail below and indicate applicable charge(s):
5.	Bidder is authorized to perform manufacturer's warranty work on the following makes of Heavy Equipment:
6.	Bidder certifies that all parts offered are new replacement parts, meeting or exceeding the vehicle manufacturer's warranties on the vehicles listed in item # 5 above. Bidder's response:
7.	All parts, materials and labor utilized on repair jobs must be guaranteed against defects in material and workmanship for a minimum of ninety (90) days. Bidder must state the warranty period to be given. Bidder's response:

computer printouts must be clear and legible. Blurred copies and distributor inventory price lists are not acceptable. Excessive pencil, typewriter or pen and

8. Invoices should be sent to the address below to expedite payment:

General Services Department
Transportation & Logistics Division
Central Maintenance Facility
Attn: Jessie Harris
895 Marietta Blvd.
Atlanta, Georgia 30318

Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner.

Invoices will be returned when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the bid price.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

	Stade o respense.
9.	Availability of parts will be a factor in the award of the contract. Consideration will be given to the amount of inventory carried. It will be necessary for the successful bidder(s) to have the supplies and materials required in stock for prompt delivery on an as, if and/or when requested basis.
	Bidder will carry a minimum parts inventory of: \$
10.	Bidder's location for shop repairs will be a consideration in the contract award, the bidder shall satisfy Fulton County officials that s/he maintains a store and/or service branch within the metropolitan Atlanta area, staffed with qualified service personnel and provisions for storing a representative supply of parts requested.
	The address(es) for shop repairs is:

Bidder's response:

11.	Bidder must guarantee delivery of routine parts within forty-eight (48) hours of request.
	Bidder's response:
12.	Bidder must guarantee delivery of emergency parts within twenty-four (24) hours of request.
	Bidder's response:
13.	It is highly desirable for the successful bidder to complete all vehicle repairs within three (3) to five (5) days after pickup or delivery.
	Comply: YesNo
	Note: Fulton County reserves the right to reject low bids offering an unsatisfactory parts delivery or repair completion schedule. The county retains the option to cancel the contract if turn-around time exceeds the number of established working days specified.
14.	The successful bidder will be expected to provide prompt service and parts delivery. Should an emergency arise for service and parts which are not available, Fulton County reserves the right to secure sufficient services and parts from others awarded contracts without prejudice of the proposed contract. If however, in the opinion of Fulton County, the bidder fails to render reasonably prompt service and parts delivery, Fulton County may terminate the contract forthwith and no damages will accrue.
	Contractor shall be prepared to give priority repair service to county owned equipment.
15.	Fulton County shall have the right to cancel the contract at any time in the event the successful bidder breaches the contract in any respect whatsoever.
16.	The contract resulting from this bid will be used primarily by the General Services Department; however, bidder agrees to extend the same prices, terms and conditions to any other Fulton County department requesting the same service.
	Bidder's response:
Eulton	County reconver the right to visit hidden's location without prior nation for

Fulton County reserves the right to visit bidder's location without prior notice for inspection and evaluation of stock. Proximity of bidder's location to the Central Maintenance Facility will be a factor in the award of this bid because of the frequent need to pick up parts more quickly than they could be delivered by the bidder.

END OF SPECIFICATIONS